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REPORT

RELATIVE TO

LEASING ABANDONED PLANTATIONS

AND

AFFAIRS OF THE FREED PEOPLE

IN

FIRST SPECIAL AGENCY.

By WILLIAM P. MELLEN.

WASHINGTON, FEBRUARY 11, 1864.

WASHINGTON, D. C.:
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1864.

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REPORT.

WASHINGTON, *February* 11, 1864.

SIR: In compliance with the instructions of your letter of December 27, 1863, to assume the performance of the duties contemplated by the orders of the Secretary of War, in leasing abandoned lands, houses, and tenements, I proceeded down the Mississippi river, as far as Natchez, and now report my action and the result of my observation.

At Memphis I prepared rules and regulations concerning the renting of abandoned plantations and the employment of freedmen, which were forwarded to you for approval. These rules provided for radical changes in the system adopted in my agency last year. Instead of uniform rates per acre, for all lands leased, I fixed a minimum price, and provided that such additional rent should be charged as could be obtained, having regard to the location for comparative safety from raids, condition of buildings, and improvements.

The minimum rate is two cents per pound on all cotton raised, and a proportionate sum on other products. In cases where more than one person made application for the same plantation, the leasing was at public auction at Vicksburg. The *bonus* bid was from ($\frac{1}{10}$) one-tenth of a cent to eight and a quarter ($8\frac{1}{4}$) cents per pound on cotton raised, and in proportion for other crops. Average *bonus* two and one-third ($2\frac{1}{3}$) cents per pound on cotton raised. Average rent four and one-third ($4\frac{1}{3}$) cents per pound, equal to seventeen $\frac{33}{100}$ dollars per bale.

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As the lessees of last year had been assured by General Thomas, and the commissioners under him, that they should continue this year at Government rates, it was thought unjust to subject them to competition with new applicants. They, therefore, have been permitted to continue at the minimum rent.

Of the rent charged, one cent per pound on cotton raised is regarded as a *contribution* towards the support of the young, aged, infirm, or helpless freed people, and is not considered due to the Government.

The uniform rate of wages to freedmen, last year, was seven (7) dollars to men, five (5) dollars to women, and half price to children, the employer feeding them and they clothing themselves. Lost time was deducted from wages.

Believing a uniform rate of wages injudicious, and that to secure cheerful labor increased compensation should be paid, I have divided them into three classes, according to age and condition, giving males $15, $20, and $25, and females $10, $14, and $18 per month. In addition to this, the employers to furnish full one acre of ground for garden purposes, and separate quarters for each family, without charge, all other expenses of living to be paid by the laborers, and all time to be paid for except that voluntarily lost by them.

Thus the rents are increased from $4 to $8 for each bale of cotton raised, as the minimum rate, and wages per month from $7 and $5 to an average of $20 and $14; and instead of the old system of support under slavery, I have adopted that usual in the employment of free labor, endeavoring to fix such rates as would yield a sufficient profit to planters to induce immigration and planting by owners of lands, and yet such as would render the system self-supporting, and relieve the Government from expense in providing for large numbers now out of employment, and also stimulate them to willing industry.

All owners of lands who have remained upon them, or who return to them taking the oath contemplated by the President's proclamation, may occupy and cultivate them without rent, but subject to the contribution of one cent

per pound on all cotton raised by them for the support of the helpless freedmen, and also subject to the same rules in the employment of labor as lessees of abandoned plantations.

Provision is made to induce such of the freedmen as are competent, and have means or can obtain them from aid societies, or others, to cultivate small tracts of land on their own account.

Provision is also made under which planters may contract with freedmen to give them an interest in the crops produced; these contracts, as well as others for labor, to be subject to the approval of the superintendents of the freedmen's home farms.

Wages of laborers to be a first lien upon all crops produced, and no shipment to be made until they are paid or satisfactory arrangement is made for paying them.

Notwithstanding the above-named increase in rentals and wages, over six hundred applications have been filed for working plantations specially named by the applicants, and hundreds of letters have been sent us from every section of the loyal States, expressing desire to enter the cultivation of southern staples, and requesting information.

I find there are in my agency about 30,000 men, women, and children, now mostly unemployed, and drawing rations from the United States for support, and the number is daily increasing.

These must be supported in idleness during this year, or they may earn more than their support.

1st. By placing them all in such localities as will render them secure from personal harm, and employing them in labor for the Government, or,

2d. By sufficiently protecting the lessees and other planters who will employ them.

I much prefer the latter course as likely to be productive of better effects in all their bearings.

But in either case *immediate* action is imperatively necessary. Adequate military protection to this planting interest must be afforded *at once*, or the hundreds of persons now

there and of others going there will abandon their contemplated work. The military forces were mostly unexpectedly withdrawn from the Mississippi by General Sherman to join in his expedition. This created a panic amongst whites and blacks, in which the former withdrew from the operations which they had commenced, or suspended action in commencing. The latter, filled with terror, came crowding to the river banks imploring protection, and many of them were temporarily removed to places of safety.

More than a month has elapsed since work should have been commenced. Another month lost will end all chance of employment by lessees and other planters this year, and throw upon Government the burden of supporting thousands.

I believe adequate military protection will cost less than the alternative expenses, and that it can be given without interfering with the general military operations, and that if the "Marine Brigade" is increased to 2,000 cavalry and mounted infantry to patrol the river and do scouting duty, with proper transportation, and the number of colored troops now detailed for the purpose of guarding the plantations be increased to five regiments to do post duty, and this whole force ordered to the special service of protecting the planting and freedmen's labor interest in my agency, it will be a very important and most effective branch of the military service, in incidentally protecting the commerce of the rivers, and the transportation of supplies to the army throughout my agency. This corps of colored troops should be required to labor when not engaged in defense against threatened raids, and in this way could be made self-supporting.

If this be done, and an order be issued by the Secretary of War, exempting from military seizures all supplies and stock used and employed by lessees and other planters, and also exempting from military service all freed persons employed under the rules, except such as shall volunteer, or be regularly drafted into the service, in pursuance of law, and also exempting steamboats employed under authority in transportation connected with this interest, I feel assured

that this year's results will be generally satisfactory and profitable.

Hundreds of planters who have sent their former slaves beyond our present reach will then bring them within our protection, and employ them under the rules. Thousands of the freed people will come thronging within our lines as soon as they learn that they will be received, employed, and protected, who for months past have been sent back to their former masters to prevent the expense, demoralization, and mortality resulting from the lack of means to provide for them.

I regard this year's operations connected with the Freedmen as almost as important in their national effects as the success of our arms. The violent transition from one condition to another of such a mass of labor must largely affect the industrial and economical interests of the whole country.

With the protection recommended, if *immediately* given, I feel certain that from four to six hundred thousand acres of land may be cultivated in cotton in my agency this year. Take the lowest estimate as a basis of calculation and the following results may be expected:

Four hundred thousand acres will yield, say 400,000 bales of cotton; the one cent per pound contribution paid by all employers for the support of the helpless in my agency will give $1,600,000 for that purpose.

The present regulation fee of four cents, and internal revenue tax of half a cent per pound, on all cotton brought from a State in insurrection to a loyal State, will give $7,200,000.

One half of this quantity of land rented by the agents as abandoned by the owners, for one cent per pound upon the cotton raised, will give the Government, from this source, $800,000.

Thus the military protection recommended will give an aggregate of $9,600,000. Add to this the effect upon our manufacturing interests, the reduction of prices of fabrics for families of soldiers and others, and the saving to the

Government the expense of supporting the freed people in idleness.

Add also the fact, that by so doing we shall this year plant the germ of a system for directing and employing this labor, while the numbers of those now within its influence are comparatively small, and that a commencement may be made in their improvement and education to prepare them for free labor, the experiences from which may be made available for better informed action in the future, when the numbers will be largely increased, and it seems to me sufficient to justify the military protection recommended.

I have already created four districts within my agency on the Mississippi river, as follows:

From the mouth of St. Francis river to the mouth of Arkansas river, T. C. Callicott, Assistant Agent, with office at Helena.

From the mouth of Arkansas river to the south line of Carroll Parish, La., A. McFarland, Assistant Agent, with office at Skipwith Landing.

From the south line of Carroll Parish to Grand Gulf, C. A. Montross, Assistant Agent, with office at Vicksburg.

From Grand Gulf to the mouth of Red river, William Burnett, Assistant Agent, with office at Natchez.

These Assistant Agents lease abandoned plantations, houses, and tenements, in their respective districts, and generally supervise the employment and care of the Freedmen.

I have established three "Freedmen's Home Farms," one on the "York Plantation" near Natchez, one on the "Jeff Davis Plantation" on Palmyra Bend, and one on General Pillow's Plantation near Helena.

These "Home Farms" are designed as places of temporary labor for those who are not otherwise employed, and for the labor of such as cannot be serviceable to ordinary planters; also for children, and the aged and infirm, without other homes.

Of course, considerable expenditure will become neces-

sary in connection with these Home Farms, for the construction of proper buildings, purchasing stock, agricultural implements, seeds, supplies, &c.; the payment of labor, supporting the helpless and education of the young; transportation of freedmen to them or thence to places of employment; medicines and medical attendance, and other things incidental to the present condition of this people and the country.

All freed persons brought, or coming within our lines, are to be at once transported to these Home Farms, where they can be employed until other labor is provided, and where the helpless can be more properly and economically cared for than in such "contraband camps," and military posts as are now filled with them, and in which they are fed in idleness and demoralized in many ways disgraceful to us, and ruinous to them.

To meet the current expenditures incident to this whole business in my agency, I would respectfully suggest that authority be given to use temporarily, the money on hand, or hereafter arising from the sale of captured and abandoned property, and from the rents of abandoned houses and tenements.

I think this appropriation will be sufficient, and that this can be repaid out of the products of labor on the Home Farms and the rents arising from the lease of abandoned plantations, and the contributions paid by employers upon their products, besides leaving a large balance of income to the Government, much more than sufficient to pay all expense of the military protection recommended, in addition to the benefits Government will derive from the protection incidentally given to the commerce on the river and the transportation of supplies to the army.

I cannot close this report without acknowledging my obligation for the counsel and assistance of Mr. James E. Yeatman, President of the Western Sanitary Commission. His heart and energies are devoted to the cause of human freedom and the welfare of those set free. He has accompanied me throughout my tour of inspection, and I am

indebted to him for suggesting many of the measures adopted and recommended.

Enclosed herewith please find the rules and regulations for leasing abandoned plantations above referred to.

Let me again press upon you the importance of prompt action. Every day of delay, we are feeding 30,000 unemployed people and jeopardizing the success of this year's operations.

I am, very respectfully, your obedient servant,

WILLIAM P. MELLEN,
Sup. Special Agt., Treas. Dep't.
1*st Agency.*

HON. S. P. CHASE,
Secretary of the Treasury,
Washington, D. C.

RULES AND REGULATA TIONS

FOR

LEASING ABANDONED PLANTATIONS AND EMPLOYING FREEDMEN.

Office of Supervising Special Agent,
FIRST AGENCY U. S. TREASURY DEPARTMENT,
Cincinnati, February 8, 1864.

For the information of persons who wish to engage in the cultivation of cotton, and in reply to repeated inquiries of parties at a distance by letter, we republish the following form of lease and rules and regulations recently adopted by William P. Mellen, Supervising Special Agent of the United States Treasury Department. For further information we refer to T. C. Callicot, Assistant Special Agent, Helena, Arkansas; A. McFarland, Assistant Special Agent, Skipwith's Landing, Mississippi; C. A. Montross, Assistant Special Agent, Vicksburg, Mississippi; and William Burnett, Assistant Special Agent, Natchez, Mississippi:

FORM OF LEASE.

This agreement, made this —— day of ———, 1864, by and between the United States of America, by William P. Mellen, Supervising Special Agent of the Treasury Department, in the first agency, and ——— in the State of ———.

Witnesseth: That in pursuance of instructions from the Secretary of the Treasury of the United States, and of orders from the Secretary of War, concerning the leasing of abandoned houses, tenements, and lands in States declared in insurrection, the said agent, for and in behalf of the United States, agrees, upon the terms hereinafter con-

tained, to lease to the said ——— from the date hereof to the first day of January, 1865, the following described lands and premises, viz:

The said ——— having taken and filed the prescribed oath hereunto annexed, hereby agrees to pay to the said agent, as rent for the above described lands and premises, —— cents per pound on all cotton, and a proportionate sum upon all other products raised by him, which payment shall be made as provided for, and in pursuance of the rules and regulations for leasing abandoned plantations, and employing freedmen, hereunto annexed; and in all cases where freed labor is employed the said ——— further agrees to contribute or pay to the said agent the sum of one cent per pound on all cotton, and a proportionate sum on all other products grown on said premises, for the purposes set forth in Section V of said Rules and Regulations.

And the said ——— further agrees that during the continuance of this lease he will keep employed one No. 1 man, or the equivalent thereto in men, women, or children, as classified in said rules, for each twelve acres of tillable land occupied by him under this lease, it being hereby agreed that said premises contain ——— acres, and require —— No. 1 hands, or their equivalent in other grades.

And the said lessee further agrees to furnish to the persons so employed suitable tenements, with separate quarters for families who desire the same; and that to each family of four or more persons he will set apart for their sole use and benefit not less than one acre of ground suitable for garden purposes, and fuel sufficient for the use and comfort of each family, all of which shall be without charge to such persons or the Government.

Said lessee hereby further agrees that no freed person shall be employed on the said premises, except under contracts made with such person; and no contract for freed labor shall be valid without the sanction of the Superintendent of the Freedman's Home Farm, who shall in each case designate the proportion of each grade or sex to be employed.

Said lessee further agrees to pay each freed person so employed according to the terms set out and established in Section X of the said Rules and Regulations.

Said lessee further agrees to pay at least one-half the amount of the monthly wages during each and every month, said payment to be in cash, food, clothing, or other necessaries, at the option of the laborer; all food, clothing, or other articles so furnished to be of good quality, and not to be charged at more than 15 per cent. advance on wholesale invoice prices at St. Louis, Chicago, Cincinnati, or Louisville, or New Orleans, for Southern products purchased there.

It is further agreed that the parties of this contract shall be subject to the observance of the Rules and Regulations hereto subjoined.

Signed, sealed, and delivered in presence of

——— [L. S.]
——— [L. S.]

STATE OF ——, }
COUNTY OF ——, } SS:

I, —— ———, do solemnly swear that I will bear true faith and allegiance to the Constitution and Government of the United States, any law, constitution or ordinance of any State to the contrary notwithstanding; that I have no part, and will take no part in the existing rebellion against the Government of the United States, and will in no way give aid, comfort, or countenance to any person engaged therein; that I will obey and observe all laws of Congress touching slaves and the condition of slavery, and all Proclamations of the President of the United States relating to the same subject, and that I will do what in me lies to induce all others within the circle of my influence to do the same.

Sworn to and subscribed before me, this — day of ——, 186 . } ——— ———.

———.

I. Said plantations, or such portions thereof as may be required, will be leased to good and loyal citizens, who have taken the oath subjoined to the foregoing contract.

II. Preference will be given to those wishing small tracts of land.

III. No lessee will be allowed to lease more than one abandoned plantation, and all shall be obliged to furnish satisfactory evidence of ability to stock and cultivate the quantity of land applied for.

IV. Owners of plantations who have taken the prescribed oath may occupy the same, and no charge will be made, except in cases where they employ the labor of freedmen, when payment of one cent per pound will be charged on all cotton grown by them, and a proportionate charge upon all other products of their labor, which will be applied to the support of aged, infirm and helpless freed people, and for sanitary and educational purposes.

V. On all lands the lessee shall pay a rent of one cent per pound on all cotton, and a proportional charge upon all other products grown by him, and in all cases where freed labor is employed, the lessee shall, in addition to the stipulated rent, contribute one cent per pound on all cotton grown by him, and a proportionate sum upon all other products of their labor, to the fund for the support of helpless and aged freed people, for educational and other purposes connected therewith.

VI. Freedman's Home Farms shall be established at convenient locations, which shall be under a superintendent appointed for the purpose, and shall be places:

First.—Where all freed persons of the respective districts in which they are located shall be registered and employed until engaged or hired by other employers.

Second.—As homes for the aged and infirm freedmen, and motherless children unable to perform labor.

VII. Planters, farmers, and other employers requiring laborers, shall make application to the Superintendent of the Freedman's Home Farms, who will furnish such as may be required. Persons employing fathers or mothers must take

with them such children or near relatives as may be dependent upon them and desire to go.

VIII. All freed persons over the age of twelve years who are capable of performing labor will be required to work.

IX. All laborers shall be classified by the Superintendent as follows: 1. Sound persons from twenty to forty years of age, inclusive, shall be called No. 1 hands. 2. From fifteen to nineteen, inclusive, and from forty-one to fifty, inclusive, shall be called No. 2 hands. 3. From twelve to fourteen, inclusive, and over fifty, No. 3 hands. Persons suffering from any physical defect or infirmity shall be classed by the Superintendent, and wages for them designated.

X. Applications for hands shall be made to the Superintendents, with certificate or copy of contract showing number of acres leased and hands required. One No. 1 hand, or the equivalent in other grades of hands, shall be employed for every twelve acres of tillable land; the Superintendent to designate the proportionate numbers and grades of each sex to be selected, and the wages of No. 1 males shall be $25 per month; No. 2, $20; No. 3, $15. Nos. 1, 2, and 3 females, $18, $14, and $10.

In case any persons employing freed persons to labor on plantations shall wish to give any of those employed an interest in the profits resulting from working the same, in lieu of the regular wages above specified, and such persons shall desire to make a contract with the employer for a stipulated portion of such profits, in lieu of other wages, it may be done; provided, however, that all such contracts shall be approved by the Superintendent of the Freedman's Home Farm at which they are employed, or nearest which they may be located, and also by the agent of the district, and that one cent per pound on all cotton raised, and a proportionate amount upon other products, shall be contributed for the support of the helpless as provided in case of stipulated wages, and also that all necessary supplies for the employed shall be furnished to them by the employer upon the

same terms, and subject to the same conditions as in case of payment of the regular wages above provided for.

XI. When lessees wanting laborers shall have made their selection, lists shall be prepared, and the employer and employee shall each sign a contract in duplicate in presence of a witness, one copy of which shall be retained and filed by the Superintendent.

XII. At the end of the year or period of time for which such contract shall be made, the lessee shall return the hands to the farm from which they were taken, or account for them, and a full settlement shall then be made, he paying to his hands in cash such balance as may be due; and no cotton shall be sold or shipped without previous written permit of the Special Agent of the District, or the certificate of the Superintendent of the Farm from which they were hired, that wages have been fully paid.

XIII. Lessees shall provide, without charge, good and sufficient quarters for laborers employed, a separate tenement for each family, with proper regard for sanitary conditions, a sufficient supply of food, one acre of ground to each family of four or more persons, and also to others requiring it in same proportion.

XIV. The lessee shall provide and keep on hand a sufficient supply of wholesome food, and suitable clothing for the employees and their families, which shall be sold to the laborers at the wholesale cost price, and fifteen per cent. thereon, keeping an account of the items with each laborer, which account shall be settled and approved by the Superintendent at the close of the year, at which time the balance shall be paid. All accounts and invoices shall be open to inspection of the Superintendent and to the Special Agent of the District at all proper times.

XV. Laborers to be paid for full time unless they shall be sick, or voluntarily neglect to work. In cases of such sickness or neglect, the employer may report it to the Farm

Superintendent within ten days after the end of the month, who, upon being satisfied of such sickness or neglect, shall endorse the proper deduction therefor upon the contract. In case a person fails to labor as contemplated by the contract, the Superintendent upon being satisfied of the fact, shall receive him or her back at the Farm, and cancel the contract, upon payment by the employer of the amount properly due. Should a hand quit voluntarily, without consent of the lessee, before the end of the term, the balance of wages to be forfeited, half to the employer and half to the Government.

XVI. Where the lessee fails to furnish a proper supply of food or clothing, or does not furnish proper quarters, or overtasks his laborers, or otherwise abuses them, or violates his agreement, they shall have the right to appeal to the Superintendent, who may have the same corrected by declaring the contract forfeited, and taking possession of the land, or by releasing the employees from their contract, in which latter case the lessee shall be required to pay all wages due, and shall be held responsible for half wages until other employment for the released employees can be obtained.

XVII. There shall be employment provided on the Freedman's Home Farms for all who are able to work, for which no wages shall be paid; food and clothing being considered as an equivalent therefor, the labor performed being for the benefit of the occupants of the farm, and the general good. The Superintendent may establish such rules for police and other purposes, as may be proper in conducting the Farm and governing the persons connected therewith.

XVIII. Lessees shall only be required to pay half the monthly wages, either in money, provisions, or clothing, until the crops are sold. The first lien upon the crops shall be for the wages of the laborer, and provision will be made by the Superintendent to secure the prompt payment of same.

XIX. The Supervising Agent, or such officer as shall be designated by him for that purpose, will from time to time

examine invoices and accounts of lessees, and see that the rules are complied with.

XX. The use of the lash, paddle, and all other cruel modes of punishment shall not be permitted or inflicted by lessees or any one in their employment upon the persons of any of the employees or their families.

XXI. Schools will be established in convenient localities, and all children between the ages of six and twelve years shall be required to attend them.

XXII. Persons desiring to employ mechanics, wood-choppers or other laborers, must apply to the Superintendent of the Freedman's Home Farm, and all contracts for such labor shall be subject to his approval.

XXIII. All persons living together as husband and wife shall be legally married; they shall assume a family name, and registers of marriages, births, and deaths shall be kept by the Superintendents, to whom the same shall be reported by the employers; and also of the names and location of all employers, together with the names of the persons employed by them, and those living with them.

XXIV. All persons taking leases either by bid at a public letting or without competition, will be required to work the lands awarded to them under their own supervision, or that of substitutes accepted by the proper Assistant Special Agent or Superintendent of a Freedman's Home Farm, and no transfer will be permitted or recognized in which an assignee shall pay or agree to pay a bonus.

WM. P. MELLEN,
Supervising Special Agent, First Agency.

JANUARY 7, 1864.

THIS CONTRACT, made this —— day of ———, 186—, between ————————, employer, and————————————————, freed laborers.

WITNESSETH: That said ———————— agrees to employ said laborers on his ——— from the —— day of ———, 1864, to the —— day of ———, 186—, on the terms prescribed in the code of Rules and Regulations for leasing abandoned property and hiring freedmen; and the said laborers agree to be diligent and faithful hands while in his employ; it being understood and agreed that this contract is subject to the provisions of said code, by which all parties hereto agree to be governed.

In presence of—

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UNIVERSITY OF ILLINOIS-URBANA
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Report relative to leasing abandoned pla
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